

dollars current money; and the said Elizabeth Clagett, Edmund Clagett, &c., to indemnify and save harmless to the said Charles

of insolvency would be. 3. That under the circumstances, the allegation in the bill that no other property of the debtor could be found than that mentioned in the bill of sale, was equivalent to an express allegation of insolvency. *Conolly v. Riley*, 25 Md. 402.

Equitable interests of a debtor in personal property cannot at law be seized under a *fiery facias*. *Harris v. Alcock*, 10 G. & J. 237. But a creditor may obtain a decree in equity for a sale of the property absolutely to pay off incumbrances and satisfy his own claim. *Rose v. Bevan*, 10 Md. 467. Provided the property be more than sufficient to pay the incumbrances. 23 Md. 289. Equity will permit the creditor to redeem the prior incumbrance, or grant a decree for a sale. *Myers v. Amey*, 21 Md. 302. Facts which show the danger of irreparable loss in the meantime, from the apprehended fraudulent conduct of the debtor and his mortgagee, will entitle the creditor to an injunction preliminary to such sale or redemption. *Ibid*.

A parol contract for a mortgage of personal property, based upon a valuable consideration, may be enforced in equity, if the contract is not such as the Statute of Frauds requires to be in writing. *Triebert v. Burgess*, 11 Md. 452. In such a case, a creditor, to secure whose claim the contract was made, has an equitable lien upon the property agreed to be mortgaged, and when there is no reasonable ground for believing that he could secure payment of his claim except by enforcing this lien, he is entitled to an injunction to restrain the debtor from disposing of the property. *Ibid*. But a promise to execute a mortgage to secure a debt, without designating the property to be mortgaged, and not even stating whether it was to be real or personal, is too vague and indefinite to be enforced. *Sanderson v. Stockdale*, 11 Md. 563. Cf. *Alexander v. Ghiselin*, 5 Gill, 138.

A bill by a creditor against his debtor alleging that complainant fears and believes it is the purpose of defendant to perpetrate a fraud upon him by placing his effects beyond his reach, before complainant can obtain a judgment upon his claims, does not authorize the granting of an injunction or the appointment of a receiver. *Hubbard v. Hubbard*, 14 Md. 356; *Uhl v. Dillon*, 10 Md. 500; *Rich v. Levy*, 16 Md. 74. See Rev. Code, Art. 67, IV, secs. 34, *et seq.* as to attachments on original process.

In a bill by a creditor the charge that the debtor fraudulently executed a bond, without consideration, upon which he was about to confess judgment, for the purpose of defeating his creditors, is sufficient to warrant the granting of an injunction to restrain proceedings on such bond. *Mahoney v. Lazier*, 16 Md. 69. In such a bill the claim of the complainant must be distinctly stated, and exhibits, showing the existence of the same, must accompany the bill. *Ibid*.

As to restraining sale of property to enforce a vendor's lien, see *Dance v. Dance*, 56 Md. 437, and *ante*, sec. IV of this note. As to restraining sale when the property of A. is seized under an execution issued against B. see *ante*, sec. V of this note.

IX. INJUNCTIONS IN CONNEXION WITH RECEIVERS. See *Williamson v. Wil-son*, 1 Bland, 418, note, and, in addition to the cases there cited, see *Warfield v. Owens*, 4 Gill, 364; *Everett v. Avery*, 19 Md. 136; *Frostburg Ass'n v. Stark*, 47 Md. 338; *Gephart v. Starrett*, *Ibid*, 396.

X. INJUNCTIONS IN THE AFFAIRS OF MUNICIPAL AND OTHER PUBLIC CORPORATIONS. Equity has jurisdiction to restrain the authorities of a city from